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William C. Illingworth
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September 24, 2014

Mr. Herschel L. McDivitt, Director
Division of Oil and Gas
Department of Natural Resources
402 West Washington Street, Room W-293
Indianapolis, IN 46204

**RE: PRINCETON SOUTH UNIT
PART S19-T2S-R10W, GIBSON COUNTY INDIANA
CAUSE NO.: DOG-7-2014
JACKSON KELLY PLLC CLIENT/MATTER NO.: 26701/303**

Dear Director McDivitt:

On behalf of Moore Engineering & Production Co., I have enclosed herewith the original and one copy of the following:

Petition of Moore Engineering and Production Co. for the Integration of Interests in Section 19, Township 2 South, Range 10 West, Gibson County, Indiana.

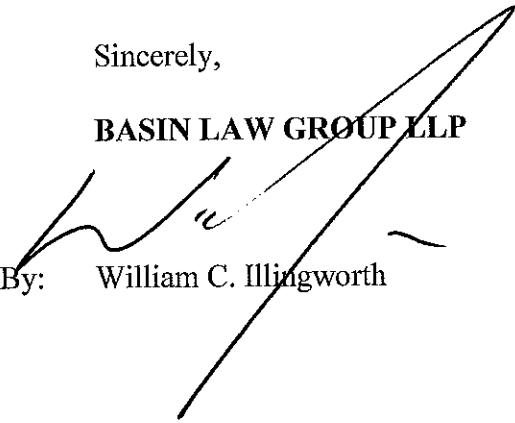
Please file the original with your division and return a file stamped copy to me in the enclosed, postage prepaid envelope. The petition concerns the desire of Moore Family Holdings, Inc., to form a unit known as the Princeton South Unit. All the interest owners of the lease have agreed to the pooling of the lease, with the exception of one mineral fee owner.

Once a date for informal hearing has been set, please advise.

Thank you.

Sincerely,

BASIN LAW GROUP LLP

By:  William C. Illingworth

WCI
Enclosures

**STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS**

IN RE: PRINCETON SOUTH UNIT

PETITION OF MOORE ENGINEERING & PRODUCTION CO.,
INC. FOR THE INTEGRATION OF INTERESTS IN SECTION
19, TOWNSHIP 2 SOUTH, RANGE 10 WEST IN GIBSON
COUNTY, INDIANA

**PETITION FOR INTEGRATION OF OIL AND GAS INTERESTS FOR
PRINCETON SOUTH POOLED UNIT**

NOW COMES, Petitioner, Moore Engineering & Production Co., Inc., an Indiana corporation, by William C. Illingworth, its attorney, and for its Petition for Integration of Oil and Gas Interests, pursuant to IC 14-37-9, *et seq.*, states as follows:

1. Petitioner, Moore Engineering & Production Co., Inc., an Indiana corporation, with an address of 2104 Lincoln Avenue, Evansville, Indiana 47714, is the operator and a working interest owner of certain oil and gas leases covering property located in the Gibson County, Indiana, described more particularly on Exhibit A, attached hereto. Said leases are hereinafter described collectively as the "Leases."

2. The Petitioner is currently operating on, and actually producing, oil and gas on the lands covered by the Leases.

3. Tract 1 of the proposed unit described as follows, to-wit:

Part of the East Half of the Northwest Quarter and part of the Northwest Quarter of the Northeast Quarter of Section 19, Township 2 South, Range 10 West, described as follows: Begin at the northwest corner of the East Half of the Northwest Quarter of said Section 19; run thence East 890.25 feet to the center line of Highway No. 41; thence South along the center line of said Highway 417.1 feet; thence East parallel to the North line of said section 800 feet to the intersection of the center line of a Creek; thence down said Creek following the center line thereof in a general southwesterly

direction to the point of intersection of the center line of said Creek with the East line of the East Half of the Northwest quarter of said Section 19; thence South along said East line to the southeast corner of said East Half of the Northwest Quarter of said Section 19; thence West along the South line thereof to the Southwest corner thereof; thence North along the West line thereof to the place of beginning, containing 72.72 acres, more or less.

ALSO, part of the Northeast Quarter of the Northwest Quarter, and a part of the Northwest Quarter of the Northeast Quarter of Section 19, Township 2 South, Range 10 West, beginning in the North line of the Northeast Quarter of the Northwest Quarter of said Section 19 at a point 890.25 feet East of the Northwest corner thereof, and run thence East 1053.75 feet to the point of intersection of said North line with the center line of a creek; thence down said creek following the center line thereof in a general Southwesterly direction to the point of intersection of the center line of said Creek with the line parallel to and 417.1 feet south of the North line above described; thence West parallel to and 417.1 feet south of the above described line 800 feet to the center line of Highway No. 41; thence North along the center line of said Highway to the place of beginning, containing 8.84 acres, more or less.

4. The entire fee oil and gas interests in Tract 1 are controlled by an Oil and Gas Lease from Helen Key Langston to Lester D. Moore dated December 30, 1983, and recorded in the Office of the Recorder of Gibson County, Indiana in Miscellaneous Drawer 5, Card Number 3163.

5. Tract 2 of the proposed unit is described as follows, to-wit:

The South Half of the West Half of the Fractional Northwest Quarter of Section 19, Township 2 South, Range 10 West.

6. Tract 3 of the proposed unit is described as follows, to-wit:

The East 660 feet of the North Half of the West Half of the Fractional Northwest Quarter of Section 19, Township 2 South, Range 10 West.

7. The entire fee oil and gas interests in Tracts 2 and 3 are controlled by virtue of (i) an Oil and Gas Lease from R. S. Morrow to Lester D. Moore dated December 13, 1983, and recorded in the Office of the Recorder of Gibson County, Indiana in Miscellaneous Drawer 5, Card Number 3159; (ii) an Oil and Gas Lease from The Seaboard System Railroad to Lester D. Moore dated March 15, 1984, and recorded in the Office of the Recorder of Gibson County, Indiana in Miscellaneous Drawer 5, Card Number 3156; and (iii) an Oil and Gas Lease from P. J. Farms, Inc. to Lester D. Moore dated January

18, 1984, and recorded in the Office of the Recorder of Gibson County, Indiana in Miscellaneous Drawer 5, Card Number 3161.

8. In order to prevent waste and avoid the drilling of unnecessary wells, Petitioner desires to pool the Leases in so far as said Leases cover Tracts 1 through 3 from the surface to the base of the Aux Vases Lime formation, which is found at a depth of 2068 feet in the R. S. Morrow #2 well located 330 feet from the south line and 330 feet from the east line in the Northwest Quarter of the Northwest Quarter, Section 19, Township 2 South, Range 10 West, Gibson County, Indiana.

9. Attached as Exhibit B, Exhibit C, and Exhibit D respectively, are Ad Valorem Statements of Countrymark Refining and Logistics, LLC, showing the owners of all interests in the Leases.

10. Petitioner has attempted to secure an agreement from all working interest owners, royalty interest owners and overriding royalty owners of the oil and gas interests subject to the Leases. However, Petitioner has not been able to secure such agreement from all parties. Attached hereto as Exhibit E is a sample of the proposed Unit Pooling Agreement tendered to all locatable working interest owners, royalty interest owners and overriding royalty owners of the oil and gas interests subject to the Leases. Petitioner has been unable to secure such an agreement from the following party, due to said party's failure to respond to numerous attempts to secure such an agreement:

<u>Name</u>	<u>Interest</u>
Seaboard Systems Railroad	0.010628 RI in Tract 2
% CSX Transportation, Inc.	0.012055 RI in Tract 3
500 Water Street	
Jacksonville, FL 32202-4423	

11. Petitioner, through it agent, Craig Kendall, has made the following attempts to secure the agreement listed in paragraph 10, above:

05/20/14	Original letter and Unit Agreement mailed. No response.
06/20/14	Follow up letter mailed. No response.

07/01/14 Craig Kendall phoned Joe Ann Gurley; he made a subsequent phone call to Joe Ann Gurley (date unknown) and was told the new contact there was Leah Wieder, and he spoke to her.

07/22/14 Craig phoned Leah Wieder again and she asked for an email copy of the Agreement.

07/22/14 Agreement was emailed to Leah Wieder. No response.

12. The proposed Unit Pooling Agreement would treat all royalty, working interest and overriding royalty interest owners fairly and equitably. Each such interest shall share in the total production from the pooled unit which their interest bears to the entirety of the unit. Proposed participation factors are as follows:

<u>Tract</u>	<u>Tract Participation Factor Percent</u>
Tract 1	49.5331%
Tract 2	34.2993%
Tract 3	16.1676%
TOTAL:	100%

The participation factors are further shown on Exhibit F attached hereto.

13. Attached hereto as Exhibit G is a plat showing the lands of the proposed unit.

14. Petitioner believes it to be in the best interest of all royalty owners, working interest owners and overriding interest owners to pool and combine the Leases as it will allow for economical and efficient development which reduces costs while also more effectively developing the oil and gas underlying those lands.

15. Petitioner is prepared to drill a well in the proposed pooled unit pending the granting of this petition and has prepared a detailed plan for the drilling and operation of said well.

WHEREFORE, Petitioner respectfully requests:

A. An "Order for Integration of Interests" to integrate the separately owned interests in the oil and gas and associated hydrocarbons within the lands described on Exhibit A with participation factors as set forth in Paragraph 12, above, in so far as said leases cover from the surface to the base of the Aux Vases Lime formation, which is found at a depth of 2068 feet in the R. S. Morrow #2 well located 330 feet from the south line and 330 feet from the east line in the Northwest Quarter of the Northwest Quarter, Section 19, Township 2 South, Range 10 West, Gibson County, Indiana for the proposed drilling operations of Moore Family Holdings, Inc.

B. Implement any further terms and provisions in accordance with the law of the State of Indiana as the Division may, in its discretion, deem desirable and proper.

Respectfully Submitted,

MOORE ENGINEERING & PRODUCTION CO., INC.

By:



William C. Illingworth
BASIN LAW GROUP LLP
508 Main Street, Suite A
Evansville, Indiana 47708
Telephone: (812) 421-1800
Email: wcillingworth@basinlawgroup.com

EXHIBIT A

TRACT NUMBER: 1

LEASE NAME: Key Langson (aka Helen Key Langston #1)

Lessor

Helen Key Langston

Lessee

Lester D. Moore

Date

12/30/1983

Recording Data

Misc. 5, Card 3163

DESCRIPTION:

Part of the East Half of the Northwest Quarter and part of the Northwest Quarter of the Northeast Quarter of Section 19, Township 2 South, Range 10 West, described as follows: Begin at the northwest corner of the East Half of the Northwest Quarter of said Section 19; run thence East 890.25 feet to the center line of Highway No. 41; thence South along the center line of said Highway 417.1 feet; thence East parallel to the North line of said section 800 feet to the intersection of the center line of a Creek; thence down said Creek following the center line thereof in a general southwesterly direction to the point of intersection of the center line of said Creek with the East line of the East Half of the Northwest quarter of said Section 19; thence South along said East line to the southeast corner of said East Half of the Northwest Quarter of said Section 19; thence West along the South line thereof to the Southwest corner thereof; thence North along the West line thereof to the place of beginning, containing 72.72 acres, more or less.

ALSO, part of the Northeast Quarter of the Northwest Quarter, and a part of the Northwest Quarter of the Northeast Quarter of Section 19, Township 2 South, Range 10 West, beginning in the North line of the Northeast Quarter of the Northwest Quarter of said Section 19 at a point 890.25 feet East of the Northwest corner thereof, and run thence East 1053.75 feet to the point of intersection of said North line with the center line of a creek; thence down said creek following the center line thereof in a general Southwesterly direction to the point of intersection of the center line of said Creek with the line parallel to and 417.1 feet south of the North line above described; thence West parallel to and 417.1 feet south of the above described line 800 feet to the center line of Highway No. 41; thence North along the center line of said Highway to the place of beginning, containing 8.84 acres, more or less.

TRACT NUMBER: 2

LEASE NAME: Morrow, et al "B" Unit (aka .S. Morrow #1)

<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Recording Data</u>
R.S. Morrow	Lester D. Moore	12/13/1983	Misc. 5, Card 3159
The Seaboard System Railroad	Lester D. Moore	03/15/1984	Misc. 5, Card 3156
P.J. Farms, Inc.	Lester D. Moore	01/18/1984	Misc. 5, Card 3161

DESCRIPTION: INSO FAR AND ONLY INSO FAR as the foregoing leases cover the following described lands:

The South Half of the West Half of the Fractional Northwest Quarter of Section 19, Township 2 South, Range 10 West.

TRACT NUMBER: 3

LEASE NAME: Morrow, et al "A" Unit (aka .S. Morrow #2)

<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Recording Data</u>
R.S. Morrow	Lester D. Moore	12/13/1983	Misc. 5, Card 3159
The Seaboard System Railroad	Lester D. Moore	03/15/1984	Misc. 5, Card 3156
P.J. Farms, Inc.	Lester D. Moore	01/18/1984	Misc. 5, Card 3161

DESCRIPTION: INSO FAR AND ONLY INSO FAR as the foregoing leases cover the following described lands:

The East 660 feet of the North Half of the West Half of the Fractional Northwest Quarter of Section 19, Township 2 South, Range 10 West.

RUN DATE: 2/26/14
 RUN TIME: 17:23:59

ADVALOREM STATEMENT

Countrymark Refining and Logistics, LLC
 1200 Refinery Road
 Mt Vernon, IN 47620
 (812) 838-8141 or (800) 832-5490 Ext. 8141

PAGE: 1
 STATE: IN

OPERATOR: 0004975 - MEPCO INC.

LEASE: 0041318 R S MORROW #1

COUNTY: GIBSON		BARRELS:	DOLLARS:		Type	Percent of Interest
Owner Number	Social Security or Federal ID Number	Owner Name and Address				
0100546		JAMES R MORROW 528 N PRINCE ST PRINCETON	IN	47670-1732	R	.01433500
0110873		JOSEPH P MORROW 7930 WOODRIDGE DR WADESVILLE	IN	47638-9308	R	.01433600
0561749		DONALD L MORROW 1729 E STATE ROAD 64 PRINCETON	IN	47670-8829	R	.05734200
0561764		DONALD W MORROW 5938 N 550 E PATOKA	IN	47666-9132	R	.01433600
0561771		JOHN T MORROW 7840 WOODRIDGE DR WADESVILLE	IN	47638-9309	R	.01433600
0637620		P J FARMS INC 2097 W 100 S PRINCETON	IN	47670-9314	R	.00322900
0731585		SEABOARD SYSTEMS RAILROAD 1/4 CSX TRANSPORTN/PRP SVC J180 ATTN JOE ANN GURLEY 500 WATER ST JACKSONVILLE	FL	32202-4423	R	.01062800
		ROYALTY TOTAL:				.12854200
0164060		KENDALL LLC 5617 WINTHROP CT EVANSVILLE	IN	47715-4284	OR	.02723300
0804910		JAMES ROBERT SUTTER & DEANNA SUTTER 1938 W BRUMFIELD AVE PRINCETON	IN	47670-1033	OR	.02723300
		OVERRIDING ROYALTY TOTAL:				.05446600
0146324		MOORE FAMILY HOLDINGS INC 2104 LINCOLN AVE EVANSVILLE	IN	47714-1612	W	.61274400
0428703		JAMES W KENDALL TRUSTEE OF JAMES W KENDALL REV TRUST 5617 WINTHROP CT EVANSVILLE	IN	47715-4284	W	.10212400
0428752		JEANETTE L KENDALL TRUSTEE JEANETTE KENDALL REV TRUST 5617 WINTHROP CT EVANSVILLE	IN	47715-4284	W	.10212400
LEGAL DESCRIPTION: THE SOUTH HALF OF THE WEST HALF OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 10 WEST, GIBSON COUNTY, INDIANA.						
WORKING TOTAL:						.81699200
INTEREST TOTAL:						1.00000000

Countrymark Refining and Logistics, LLC, as an accommodation, furnishes this division of interest which reflects the manner in which last payments were made. It does not necessarily reflect record title of the Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.

(B)

RUN DATE: 2/26/14
 RUN TIME: 17:23:59

ADVALOREM STATEMENT

Countrymark Refining and Logistics, LLC
 1200 Refinery Road
 Mt Vernon, IN 47620
 (812) 838-8141 or (800) 832-5490 Ext. 8141

PAGE: 1
 STATE: IN

OPERATOR: 0004975 - MEPCO INC.

LEASE: 0041348 MORROW #2

COUNTY: GIBSON		BARRELS:	DOLLARS:	Type	Percent of Interest
Owner Number	Social Security or Federal ID Number	Owner Name and Address			
0100546		JAMES R MORROW 528 N PRINCE ST PRINCETON	IN 47670-1732	R	.01347200
0110873		JOSEPH P MORROW 7930 WOODRIDGE DR WADESVILLE	IN 47638-9308	R	.01347300
0178615		CSX TRANSPORTATION INC PROPERTY SERVICES DEPT. ATTN BECKY DANIEL 500 WATER ST # J180 JACKSONVILLE	FL 32202-4423	R	.01205500
0561749		DONALD L MORROW 1729 E STATE ROAD 64 PRINCETON	IN 47670-8829	R	.05389000
0561764		DONALD W MORROW 5938 N 550 E PATOKA	IN 47666-9132	R	.01347300
0561771		JOHN T MORROW 7840 WOODRIDGE DR WADESVILLE	IN 47638-9309	R	.01347300
0637620		P J FARMS INC 2097 W 100 S PRINCETON	IN 47670-9314	R	.00918100
		ROYALTY TOTAL:			.12901700
0164060		KENDALL LLC 5617 WINTHROP CT EVANSVILLE	IN 47715-4284	OR	.02721800
0804910		JAMES ROBERT SUTTER & DEANNA SUTTER 1938 W BRUMFIELD AVE PRINCETON	IN 47670-1033	OR	.02721800
		OVERRIDING ROYALTY TOTAL:			.05443600
0146324		MOORE FAMILY HOLDINGS INC 2104 LINCOLN AVE EVANSVILLE	IN 47714-1612	W	.61241100
0428703		JAMES W KENDALL TRUSTEE OF JAMES W KENDALL REV TRUST 5617 WINTHROP CT EVANSVILLE	IN 47715-4284	W	.10206800
0428752		JEANETTE L KENDALL TRUSTEE JEANETTE KENDALL REV TRUST 5617 WINTHROP CT EVANSVILLE	IN 47715-4284	W	.10206800
LEGAL DESCRIPTION: THE EAST 660 FEET OF THE NORTH HALF OF THE WEST HALF OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 10 WEST, GIBSON COUNTY, INDIANA, CONTAINING 20.178788 ACRES.					
WORKING TOTAL:					.81654700
INTEREST TOTAL:					1.00000000

Countrymark Refining and Logistics, LLC, as an accommodation, furnishes this division of interest which reflects the manner in which last payments were made. It does not necessarily reflect record title of the Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.

RUN DATE: 2/26/14
 RUN TIME: 17:23:59

ADVALOREM STATEMENT
 Countrymark Refining and Logistics, LLC
 1200 Refinery Road
 Mt Vernon, IN 47620
 (812) 838-8141 or (800) 832-5490 Ext. 8141

PAGE: 1
 STATE: IN

OPERATOR: 0004975 - MEPCO INC.

LEASE: 0041340 HELEN KEY LANGSTON #1

COUNTY: GIBSON		BARRELS:	DOLLARS:			Percent of Interest
Owner Number	Social Security or Federal ID Number	Owner Name and Address		Type		
0067809		DEBRA JANE BLAIR 1019 N AUDOBON DR MARION IN 46952-2036		R		.01562500
0120649		WILLIAM R FORD 2319 E STEELMAN RD PATOKA IN 47666-9116		R		.03125000
0128200		LUPHEBA F NEWMAN TRT & JOHN L NEWMAN TRT OF LUPHEBA F NEWMAN PRIMARY TR UTD 10/26/99 717 S BOEKE RD EVANSVILLE IN 47714-2329		R		.03125000
0261900		DOYNE F FORD 694 E 150 S PRINCETON IN 47670-8708		R		.03125000
0262296		GLENN MAC FORD 69 W ODELL DR PRINCETON IN 47670-8673		R		.01562500
		ROYALTY TOTAL:				.12500000
0164060		KENDALL LLC 5617 WINTHROP CT EVANSVILLE IN 47715-4284		OR		.02734400
0804910		JAMES ROBERT SUTTER & DEANNA SUTTER 1938 W BRUMFIELD AVE PRINCETON IN 47670-1033		OR		.02734400
		OVERRIDING ROYALTY TOTAL:				.05468800
0146324		MOORE FAMILY HOLDINGS INC 2104 LINCOLN AVE EVANSVILLE IN 47714-1612		W		.61523400
0428703		JAMES W KENDALL TRUSTER OF JAMES W KENDALL REV TRUST 5617 WINTHROP CT EVANSVILLE IN 47715-4284		W		.10253900
0428752		JEANETTE L KENDALL TRUSTEE JEANETTE KENDALL REV TRUST 5617 WINTHROP CT EVANSVILLE IN 47715-4284		W		.10253900
LEGAL DESCRIPTION:		E/2 NW/4 & NW/4 NE/4, Sec. 19, Twp. 2 S, Rg. 10 W, Gibson County, Indiana.				
		WORKING TOTAL:				.82031200
		INTEREST TOTAL:				1.00000000

Countrymark Refining and Logistics, LLC, as an accommodation, furnishes this division of interest which reflects the manner in which last payments were made. It does not necessarily reflect record title of the Royalty, Leasehold, or Mineral ownership, and anyone relying thereon does so at his, her, or its own risk, without recourse against Countrymark Refining and Logistics, LLC.

(D)

UNITIZATION AGREEMENT
PRINCETON SOUTH UNIT
GIBSON COUNTY, INDIANA

(E)

UNITIZATION AGREEMENT

PRINCETON SOUTH UNIT, GIBSON COUNTY, INDIANA

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EXHIBIT A

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UNITIZATION AGREEMENT

PRINCETON SOUTH UNIT GIBSON COUNTY, INDIANA

The Parties to this Agreement are those signing this Agreement, executing counterparts of this Agreement, and Parties executing a Ratification of this Agreement (collectively referred to as "the Parties" or individually as a "Party").

To promote conservation, increase the ultimate recovery of Unitized Substances (defined below) from the Princeton South Unit in Gibson County, Indiana, and to protect the rights of the owners, it is deemed necessary and desirable to enter into this Agreement, to unitize all of the oil and gas rights in the Unit Area (defined below) in order to conduct Unit operations for the conservation and utilization of Unitized Substances as provided in this Agreement.

For the mutual benefits and agreements contained in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

When used in this Agreement the following terms shall have the following meanings:

1.1 EFFECTIVE DATE: The time and date this Agreement becomes effective is set out in Section 16.1.

1.2 OIL: Means any liquid hydrocarbon, regardless of gravity, capable of being produced from the Unit Area in liquid form at the well by ordinary production methods, not the result of condensation of gas after it leaves the reservoir.

1.3 OIL AND GAS RIGHTS: The rights to explore, develop, and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production obtained, or the proceeds of production.

1.4 ROYALTY INTEREST: The right to or interest in any portion of, or proceeds from the Unitized Substances other than a Working Interest.

1.5 ROYALTY OWNER: A party to this Agreement who owns a Royalty Interest.

1.6 TRACT: Means the land described in Exhibit C as depicted in Exhibit A.

1.7 TRACT PARTICIPATION: Means the percentage shown on Exhibit B for allocating Unitized Substances to a Tract under this Agreement.

1.8 UNIT AREA: Means the land shown on Exhibit A and described in Exhibit C to which this Agreement becomes effective, or to which it may be extended or reduced under the terms of this Agreement.

1.9 UNIT EQUIPMENT: Means all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.

1.10 UNIT EXPENSE: Means all cost, expense, or indebtedness incurred by Working Interest Owners or Unit Operator by the terms of this Agreement, for or on account of Unit Operations.

1.11 UNIT OPERATIONS: Means all operations conducted by the terms of this Agreement.

1.12 UNIT OPERATOR: Means Moore Engineering & Production Co., Inc., of 2104 Lincoln Avenue, Evansville, Indiana 47714, who is designated by Working Interest Owners to conduct Unit Operations.

1.13 UNIT PARTICIPATION: The Unit Participation of a Royalty Interest Owner is the sum of the percentages obtained by multiplying the Royalty Interest of a Royalty Interest Owner in each Tract included within the Unit Area by the Tract Participation of a Tract. Unit Participation of a Working Interest Owner is the sum of the percentages obtained by multiplying the Working Interest of a Working Interest Owner in each Tract included within the Unit Area by the Tract Participation of the Tract.

1.14 UNITIZED FORMATIONS: Means all subsurface portions of the Unit Area between the surface and the base of the Aux Vases Lime formation, which is found at a depth of 2068 feet in the R. S. Morrow #2 well located 330 feet from the south line and 330 feet from the east line in the Northwest Quarter of the Northwest Quarter, Section 19, Township 2 South, Range 10 West, Gibson County, Indiana.

1.15 UNITIZED SUBSTANCES: Means all oil, gas, gaseous substances, sulfur contained in oil or gas, condensate, distillate, and all associated and constituent liquid or liquefiable hydrocarbons, other than Outside Substances, that are within the Unit Area and that may be produced from wells within the Unit Area.

1.16 WORKING INTEREST: An interest in Unitized Substances by virtue of a lease, operating agreement, fee title, or otherwise, including a carried working interest, which interest is chargeable with and obligated to pay or bear, either in cash, or out of production, or otherwise, a portion of the cost of drilling, developing, producing, and operating the Unit Area. Oil and Gas Rights that are not subject to an oil and gas lease or other instrument creating a Working Interest, whether before or after the Effective Date of this Agreement, shall be regarded as a Working Interest to the extent of eighty-seven and one-half percent (87.5%) of the interest and a Royalty Interest to the extent of the remaining twelve and one-half percent (12.5%) of the interest. A Royalty Interest created out of a Working Interest subsequent to the Effective Date of this

Agreement by the owner of a Working Interest shall continue to be subject to the Working Interest burdens and obligations that are stated in this Agreement.

1.17 WORKING INTEREST OWNER: A party to this Agreement owning a Working Interest.

ARTICLE 2 EXHIBITS

2.1 EXHIBITS: The following are Exhibits to and are attached to this Agreement. Each Exhibit is incorporated into this Agreement by reference.

2.1.1 EXHIBIT A is a map that shows each Tract in the Unit Area, the boundary line of the Unit Area and the location of existing wells.

2.1.2 EXHIBIT B is a schedule that shows the participation factors for each Tract in the Unit Area.

2.1.3 EXHIBIT C shows the operative oil and gas lease(s) and property description for each Tract in the Unit Area.

2.2 REFERENCE TO EXHIBITS: When reference is made to an Exhibit, it is to the original Exhibit to this Agreement, or, if revised, to the last revision.

2.3 EXHIBITS CONSIDERED CORRECT: All Exhibits shall be considered to be correct until revised as provided for in Sections 2.4 and 2.5.

2.4 CORRECTING ERRORS: The shapes and descriptions of the Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership, on the Effective Date, should have been divided into more than one Tract, or any mechanical miscalculation or clerical error has been made, Unit Operator, with the approval of Working Interest Owners, shall correct the mistake by revising the Exhibits to conform to the facts. A revision, except as provided for in Article 2.5, shall not include any reevaluation of engineering or geological interpretations used in determining Tract Participation. Each revision of an Exhibit made within 30 days of the Effective Date shall be effective as of the Effective Date. Each revision after that date shall be effective at 7 a.m. on the first day of the calendar month next following the date the revised Exhibit is filed of record, or on such other date as may be determined by Working Interest Owners and set out in the revised Exhibit.

2.5 FILING REVISED EXHIBITS: If an Exhibit is revised after the Effective Date, Unit Operator shall execute an appropriate instrument with the revised Exhibit attached and file for record the instrument with the revised Exhibit in the county or counties where this Agreement is filed.

ARTICLE 3
CREATION AND EFFECT OF UNIT

3.1 OIL AND GAS RIGHTS UNITIZED: All Oil and Gas Rights of Royalty Owners in and to the lands identified in Exhibit A, and all Oil and Gas Rights of Working Interest Owners in and to those lands, are unitized insofar as the Oil and Gas Rights pertain to Unitized Formations, so that Unit Operations may be conducted with respect to the Unitized Formations as if the Unit Area had been included in a single lease executed by all Royalty Owners, as lessors, in favor of all Working Interest Owners, as lessees, and as if the lease contained all the provisions of this Agreement.

3.2 AMENDMENT OF LEASES AND OTHER AGREEMENTS: The provisions of the various leases, agreements, division and transfer orders, pooling agreements, unit designation instruments, or other instruments pertaining to each of the Tracts or the production from the Tracts are amended to the extent necessary to make them conform to the provisions of this Agreement, as they relate to the Unitized Formations. Otherwise, all leases and other agreements shall remain in full force and effect.

3.3 CONTINUATION OF LEASES AND TERM INTERESTS: Production from any part of the Unit Area, except for the purpose of determining payments to Royalty Owners, or Unit operations, shall be considered production from or operations on each Tract. The production or operations shall continue each lease or term mineral or royalty interest in effect as to all lands and formations included in each lease or term interest just as if operations were conducted on and as if a well were producing from each Tract.

3.4 TITLE UNAFFECTED BY UNITIZATION: Nothing in this Agreement shall be construed to result in the transfer of title to Oil and Gas Rights by any party to this Agreement to any other party or to Unit Operator.

3.5 INJECTION RIGHTS: Royalty Owners expressly grant Working Interest Owners the right to inject into the Unitized Formations or in the remainder of the Unit Area, any substances or material in whatever amounts Working Interest Owners deem expedient for Unit Operations. Working Interest Owners are granted the right to drill, use, and maintain injection wells on the Unit Area, and to use for injection purposes any nonproducing, abandoned wells, dry holes, or any producing wells completed in the Unitized Formations.

3.6 DEVELOPMENT OBLIGATION: Nothing in this Agreement shall relieve Working Interest Owners from any obligation to reasonably develop, as a whole, the lands and leases included in the Unit Area.

3.7 RATIFICATION AND EXTENSION OF LEASES: Each Royalty Owner acknowledges the validity of and confirms all the terms and provisions of each lease and each prior pooling document affecting each lease covering land, in whole or in part, within the Unit Area in which the Royalty Owner owns a Royalty Interest, as to all minerals in and under all land covered by the lease or pooling document.

ARTICLE 4 PLAN OF OPERATIONS

4.1 UNIT OPERATOR: Working Interest Owners hereby designate Moore Engineering & Production Co., Inc., as the initial Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations. All Unit Operations shall conform to the provisions of this Agreement and any existing operating agreements between Working Interest Owners and Unit Operator covering Tracts within the Unit Area. If there is any conflict between these agreements, this Agreement shall govern, prevail and/or control.

4.2 METHOD OF OPERATIONS: For the purposes of increasing the quantity of Unitized Substances ultimately recoverable and waste prevention, Working Interest Owners shall, with diligence and in accordance with good engineering and production practices, engage in pressure maintenance, secondary recovery or other enhanced recovery operations which may include (without limiting the right of the Working Interest Owners to employ other methods) water injection into the Unitized Formations, as well as operating programs during and/or after injection to recover Unitized Substances for sale. These programs may incorporate well locations, producing rates, and operating practices designed to provide optimum recovery of Unitized Substances.

4.3 CHANGE OF METHOD OF OPERATION: Nothing in this Agreement shall prevent Working Interest Owners from discontinuing or changing in whole or in part any method of operation that, in their opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by Working Interest Owners from time to time if determined by them to be feasible, necessary, or desirable to increase the ultimate recovery of Unitized Substances.

ARTICLE 5 TRACT PARTICIPATIONS

5.1 TRACT PARTICIPATIONS: The Tract Participation of each Tract is shown on Exhibit B.

5.2 RELATIVE TRACT PARTICIPATIONS: If the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area before the enlargement or reduction shall remain in the same ratio, one to another.

ARTICLE 6 ALLOCATION OF UNITIZED SUBSTANCES

6.1 ALLOCATION TO TRACTS: All Unitized Substances produced and saved shall be allocated to the Tracts within the Unit Area in accordance with the respective Tract Participations effective during the period the Unitized Substances were produced. The amount of Unitized Substances allocated to a Tract, regardless of whether the amount is more or less than the actual production of Unitized Substances from the well or wells, if any, on a Tract, shall be deemed for all purposes to have been produced from that Tract.

6.2 DISTRIBUTION WITHIN TRACTS: The Unitized Substances allocated to each Tract shall be distributed among, or an accounting made to, the parties entitled to share in the production from each Tract in the same manner, in the same proportions, upon the same conditions, and with the same legal effect as they would have participated and shared in the production from the Tract, or in the proceeds from Unitized Substances, had this Agreement not been entered into. If any Oil and Gas Rights in a Tract become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds from Unitized Substances, in proportion to the surface acreage of their respective parts of the Tract.

6.3 TAKING UNITIZED SUBSTANCES IN KIND: The Unitized Substances allocated to each Tract shall be delivered, by Unit Operator, in kind, to the respective parties entitled to an allocated share of Unitized Substances by virtue of the ownership of Oil and Gas Rights, or by purchase from owners of the Oil and Gas Rights. Parties shall have the right to construct, maintain, and operate, within the Unit Area, all necessary facilities for that purpose, provided they are constructed, maintained, and operated in a manner not to interfere with Unit Operations. Any extra expenditures incurred by Unit Operator because of the delivery in kind of any portion of Unitized Substances shall be borne by the owner of the portion delivered in kind. If a Royalty Owner has the right to take in kind a share of Unitized Substances and fails to do so, the Working Interest Owner whose Working Interest is subject to the Royalty Interest shall be entitled to take in kind that share of Unitized Substances. All parties who exercise the right to take in kind must notify the Unit Operator in writing at least 30 days in advance of the first day of the calendar month in which the party wishes to begin taking Unitized Substances in kind.

6.4 FAILURE TO TAKE IN KIND: If any Party fails to take in kind or separately dispose of the party's share of Unitized Substances, Unit Operator shall have the right, but not the obligation, and subject to revocation at will by the Party owning the share of Unitized Substances, in compliance with Section 6.3, to purchase for its own account or sell to others such share at not less than the market price prevailing in the area, and not less than the Unit Operator receives for its share of Unitized Substance. However, all contracts of sale by Unit Operator of any other Party's share of Unitized Substances shall only be for the reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances. In no event shall any contract be for a period in excess of one (1) year. The proceeds of the Unitized Substances disposed of by Unit Operator shall be paid to the Party entitled to the proceeds.

6.5 RESPONSIBILITY FOR ROYALTY SETTLEMENTS: Any party receiving in kind, separately disposing of all or part of the Unitized Substances allocated to any Tract, or receiving the proceeds from the sale of Unitized Substances, shall pay or cause to be paid to the parties entitled to it all royalties, overriding royalties, production payments and all other payments chargeable against or payable out of the Unitized Substances or the resulting proceeds, and shall indemnify all Parties to this Agreement, including Unit Operator, against any liability for those payments.

ARTICLE 7

PRODUCTION AS OF THE EFFECTIVE DATE

7.1 OIL OR LIQUID HYDROCARBONS IN LEASE TANKS: Unit Operator shall gauge or

otherwise determine the amount of merchantable oil or other liquid hydrocarbons produced from the Unitized Formations that are in lease and storage tanks as of 7 a.m. on the Effective Date. Oil or other liquid hydrocarbons in treating vessels, separation equipment and tanks below pipeline connections shall not be considered to be merchantable. Any merchantable oil not promptly removed may be sold by Unit Operator for the account of the entitled Working Interest Owners who shall pay all royalty due on the sale under the provisions of applicable leases or other contracts.

ARTICLE 8 USE OR LOSS OF UNITIZED SUBSTANCES

8.1 USE OF UNITIZED SUBSTANCES: Working Interest Owners may use or consume Unitized Substances for Unit Operations, including but not limited to the injection of Unitized Substances into the Unitized Formations.

8.2 ROYALTY PAYMENTS: No royalty, overriding royalty, production, or other payments shall be payable on account of Unitized Substances used, lost, or consumed in Unit Operations, or which otherwise may be lost, or consumed in the production, handling, treating, processing, compressing, dehydrating, transporting, storing or sale of Unitized Substances.

ARTICLE 9 TRACTS TO BE INCLUDED IN UNIT

9.1 QUALIFICATION OF TRACTS: On and after the Effective Date and until enlargement or reduction of the Unit, the Unit Area shall be composed of the Tracts listed in Exhibit C and depicted on Exhibit A that qualify as follows:

9.1.1 Each Tract in which Working Interest Owners owning seventy-five percent (75%) of the Working Interest have become Parties to or ratified this Agreement, and in which Royalty Owners owning seventy-five percent (75%) or more of the Royalty Interest have become Parties to this Agreement.

9.1.2 Each Tract in which Working Interest Owners owning seventy-five percent (75%) of the Working Interest have become Parties to this Agreement, Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest have become Parties to this Agreement, but: (a) all Working Interest Owners in the Tract have joined in a request for the inclusion of the Tract in the Unit Area; and, (b) Working Interest Owners having seventy-five percent (75%) or more of the combined voting interests in all Tracts that meet the requirements of Section 9.1.1 have voted in favor of the inclusion of the Tract. For the purpose of this Section 9.1.2, the voting interest of a Working Interest Owner shall be equal to the ratio that its Unit Participation attributable to Tracts qualifying under Section 9.1.1 bears to the total Unit Participation of all Working Interests Owners attributable to all Tracts qualifying under Section 9.1.1.

9.2 COMMITMENT OF INTERESTS TO UNIT: The execution of this Agreement by a Party, or a ratification of this Agreement, shall commit all interests within the Unit Area owned or controlled by the Party as of the date of execution, and additional interests acquired within the Unit

Area before the Effective Date. After the Effective Date, the commitment of any interest in any Tract within the Unit Area shall be on the terms as may be negotiated by Working Interest Owners and the owner of the interest.

9.3 REVISION OF EXHIBITS: If any of the Tracts described in Exhibit C fail to qualify for inclusion in the Unit Area, as of the Effective Date, Unit Operator shall recompute the Tract Participation of each of the qualifying Tracts, using the original basis of computation, and shall revise Exhibits A, B and C accordingly. The revised Exhibits shall be effective as of 7 a.m. on the Effective Date.

ARTICLE 10 TITLES

10.1 WARRANTY AND INDEMNITY: Each Party who, by acceptance of produced Unitized Substances or the proceeds thereof, may claim to own a Working Interest or Royalty Interest in and to any Tract or in the Unitized Substance allocated thereto, shall be deemed to have warranted title to such interest, and upon receipt of the Unitized Substances or the proceeds thereof to the credit of such interest, shall indemnify and hold harmless all other Parties in interest from any loss due to failure, in whole or in part, of title to any such interest.

10.2 PRODUCTION WHERE TITLE IS IN DISPUTE: If the title or right of any party claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract or parcel of land within a Tract is in dispute, Unit Operator at the direction of Working Interest Owners shall: (a) require the party to whom the Unitized Substances are delivered or to whom the proceeds of sale are paid furnish security for the proper accounting to the rightful owner if the title or right of the party fails in whole or in part; or, (b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds until such time as the title or right to the proceeds is established by a final judgment of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners, when the proceeds impounded shall be paid to the party rightfully entitled to such proceeds.

10.3 PAYMENT OF TAXES TO PROTECT TITLE: The owner of surface rights to lands within the Unit Area, severed mineral interests, or Royalty Interests in the lands, or lands outside the Unit Area on which Unit Equipment is located, is responsible for the payment of any ad valorem taxes on all these rights, interests, or property, unless the owner and Working Interest Owners agree otherwise. If any ad valorem taxes are not paid by or for the owner when due, Unit Operator may, with approval of Working Interest Owners, at any time prior to tax sale, or expiration of the period of redemption after tax sale, pay the tax, redeem the rights, interests, or property, and discharge the tax lien. Any payment shall be an item of Unit Expense. Unit Operator shall, if possible, withhold from any proceeds derived from the sale of Unitized Substances otherwise due any delinquent taxpayer an amount sufficient to defray the costs of any payment or redemption. The withholding is to be credited to Working Interest Owners. A withholding shall be without prejudice to any other remedy available to Unit Operator or Working Interest Owners.

ARTICLE 11
EASEMENTS OR USE OF SURFACE

11.1 GRANT OF EASEMENTS: All Parties to this Agreement, to the extent of their rights and interests, grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may be reasonably necessary for Unit Operations and the removal of Unitized Substances from the Unit Area.

11.2 USE OF WATER: Working Interest Owners shall have and are granted free use of water from the Unit Area for Unit Operations, except water from any water system, well, lake, pond, or irrigation ditch of a Royalty Owner. Working Interest Owners may convert any existing or future dry or abandoned wells in the Unit Area to water supply, injection and/or disposal wells.

11.3 SURFACE DAMAGES: Working Interest Owners shall pay the owner for damages to growing crops, timber, fences, improvements, and structures on the Unit Area resulting from Unit Operations, upon claim and proof of damage by such owner.

ARTICLE 12
ENLARGEMENTS OF UNIT AREA

12.1 ENLARGEMENTS OF UNIT AREA: The Unit Area may be enlarged from time to time to include acreage reasonably proven to be productive, upon terms determined by Unit Operator, including but not limited to, the following:

12.1.1 The acreage shall qualify under Section 9.1 of Article 9.

12.1.2 The participation to be allocated to the acreage shall be fair and reasonable, considering all available information.

12.1.3 There shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds of sale. However, this limitation shall not prevent an adjustment of investment by reason of the enlargement.

12.2 DETERMINATION OF TRACT PARTICIPATION: Unit Operator, subject to Section 5.2, shall determine the Tract Participation of each Tract within the Unit Area as enlarged, and shall revise Exhibits A, B and C accordingly.

12.3 EFFECTIVE DATE: The Effective Date of any enlargement of the Unit Area shall be 7 a.m. on the first day of the calendar month following compliance with conditions for enlargement, and the filing for record of revised Exhibits A, B and C by the Unit Operator in the county or counties where this Agreement is filed.

ARTICLE 13 TRANSFER OF TITLE

13.1 TRANSFER OF TITLE: Any conveyance of all or any part of any interest owned by any Party in any Tract shall be made expressly subject to this Agreement. No change of title shall be binding on Unit Operator, or on any party to this Agreement other than the Party transferring, until 7 a.m. on the first day of the calendar month next succeeding the date of receipt by Unit Operator of a photocopy, or a certified copy, of the recorded instrument evidencing the change in ownership.

ARTICLE 14 RELATIONSHIP OF PARTIES

14.1 NO PARTNERSHIP: The duties, obligations, and liabilities of the Parties to this Agreement are intended to be several and not joint or collective. This Agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation, or liability with regard to any one or more of the parties. Each Party shall be individually responsible for its own obligations as provided in this Agreement.

14.2 NO JOINT REFINING OR MARKETING: This Agreement is not intended to provide, directly or indirectly, for any joint refining or marketing of Unitized Substances.

14.3 ROYALTY OWNERS FREE OF COSTS: This Agreement is not intended to impose, and shall not be construed to impose, on any Royalty Owner any obligation to pay Unit Expense unless a Royalty Owner is obligated to do so by this Agreement.

ARTICLE 15 FORCE MAJEURE

15.1 FORCE MAJEURE: All obligations imposed by this Agreement on each Party, before and after the Effective Date, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part by: a labor dispute; fire; war; civil disturbance; act of God; litigation in any court; federal, state, or municipal laws; any rule, regulation, or order of a governmental agency; inability to secure materials; or any other cause or causes, whether similar or dissimilar beyond the reasonable control of the party. No Party shall be required against its will to adjust or settle any labor dispute or litigation. This Agreement nor any lease or other instrument subject to this Agreement shall be terminated by reason of failure to commence Unit Operations or the suspension of Unit Operations due, in whole or in part, to any one or more of the causes set forth in this Article.

ARTICLE 16 EFFECTIVE DATE

16.1 EFFECTIVE DATE: This Agreement shall become binding on each Party as of the date the Party signs the instrument by which it becomes a Party to this Agreement. This Agreement shall become effective as to qualified Tracts at the time and date determined by

Working Interest Owners owning seventy-five percent (75%) of the combined Unit Participation in all qualified Tracts.

16.2 CERTIFICATE OF EFFECTIVENESS: Unit Operator shall file for record in the county or counties in which the Unit Area is located a certificate stating the Effective Date, the filing to be made within thirty (30) days of the Effective Date.

ARTICLE 17 TERM

17.1 TERM: The term of this Agreement shall be for the time that Unitized Substances are produced in paying quantities or other Unit Operations are conducted on the Unit Area unless sooner terminated by Working Interest Owners in the manner provided herein.

17.2 TERMINATION BY WORKING INTEREST OWNERS: This Agreement may be terminated by Working Interest Owners owning a combined Unit Participation of seventy-five percent (75%) or more of Unit Working Interest whenever those Working Interest Owners determine Unit Operations are no longer profitable or feasible.

17.3 EFFECT OF TERMINATION: On termination of this Agreement, the further development and operation of the Unitized Formations as a Unit shall be abandoned, and Unit Operations shall cease. The relationships among Owners of Oil and Gas Rights shall thereafter be governed by the terms and provisions of the leases and other instruments, not including this Agreement, affecting the separate Tracts.

17.4 SALVAGING EQUIPMENT UPON TERMINATION: If not otherwise granted by the leases or other instruments affecting each Tract, Royalty Owners grant Working Interest Owners a period of not less than six (6) months after the date of termination of this Agreement within which to salvage and remove Unit Equipment.

17.5 CERTIFICATE OF TERMINATION: Upon the termination of this Agreement, Unit Operator shall file for record a certificate of termination in the county or counties where the Unit Area is located. This certificate will identify the Unit Agreement and its Termination Date.

ARTICLE 18 APPROVAL

18.1 ORIGINAL COUNTERPART, OR OTHER INSTRUMENT: An owner of Oil and Gas Rights may become a party to this Agreement by signing the original of this instrument, a counterpart, a ratification or other instrument agreeing to become a Party to this Agreement. The signing of any such instrument shall have the same effect as if all parties had signed the same instrument.

18.2 COMMITMENT OF INTERESTS: Execution of an original counterpart or other instrument by any Party as either a Working Interest Owner or a Royalty Owner shall commit all interests owned or controlled by the signing party to this Agreement, as well as any additional interest thereafter acquired.

ARTICLE 19 GENERAL

19.1 AMENDMENTS AFFECTING WORKING INTEREST OWNERS: Amendments to this Agreement relating wholly to Working Interest Owners may be made if signed by all Working Interest Owners owning a combined Unit Participation of seventy-five percent (75%) of total Unit Working Interest.

ARTICLE 20 SUCCESSORS AND ASSIGNS

20.1 SUCCESSORS AND ASSIGNS: This Agreement shall extend to, be binding on, and inure to the benefit of the Parties and their respective heirs, devisees, legal representatives, successors and assigns, and shall constitute a covenant running with the lands, leases, and interest covered by this Agreement.

This Agreement is executed by each Party on the date of the acknowledgement of the Party's signature, but shall be deemed effective as of the Effective Date provided for in Article 16.

[signature pages to follow]

OPERATOR

(Signature)

(Date)

Name: MOORE ENGINEERING & PRODUCTION CO., INC.

Authorized

Person: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of MOORE ENGINEERING & PRODUCTION CO., INC., and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, pursuant to authority given by the by-laws of said entity.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

NOTARY PUBLIC (sign name)

My Commission Expires:

NOTARY PUBLIC (print name)

WORKING INTEREST OWNER/OVERRIDING ROYALTY OWNER

(Signature)

(Date)

Name: MOORE FAMILY HOLDINGS, INC.

Authorized

Person: _____

Title: _____

STATE OF _____)
COUNTY OF _____) SS

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ for Moore Family Holdings, Inc., and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, pursuant to authority given by board of directors of said entity.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

WORKING INTEREST OWNER

(Signature)

(Date)

Name: JAMES W. KENDALL,
AS TRUSTEE OF JAMES W. KENDALL REVOCABLE TRUST

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that JAMES W. KENDALL, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered this said instrument, as trustee, as the free and voluntary act of the JAMES W. KENDALL REVOCABLE TRUST for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

(Signature)

(Date)

STATE OF _____)
) SS
COUNTY OF _____)

Given under my hand and seal this _____ day of _____, 2014.

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

(Signature)

(Date)

STATE OF _____)
) SS
COUNTY OF _____)

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

NOTARY PUBLIC (sign name)

My Commission Expires:

NOTARY PUBLIC (print name)

ROYALTY OWNER

(Signature)

(Date)

Name: WILLIAM R. FORD

STATE OF _____)
COUNTY OF _____) SS

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that WILLIAM R. FORD, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered this said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

ROYALTY OWNER

(Signature)

(Date)

Name: LUPHEBA F. NEWMAN,
AS TRUSTEE OF LUPHEBA F. NEWMAN PRIMARY TRUST UTD 10/26/99

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that LUPHEBA F. NEWMAN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered this said instrument, as trustee, as the free and voluntary act of the LUPHEBA F. NEWMAN PRIMARY TRUST UTD 10/26/99 for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

(Signature)

Name: JOHN L. NEWMAN,
AS TRUSTEE OF LUPHEBA F. NEWMAN PRIMARY TRUST UTD 10/26/99

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that JOHN L. NEWMAN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered this said instrument, as trustee, as the free and voluntary act of the AS TRUSTEE OF LUPHEBA F. NEWMAN PRIMARY TRUST UTD 10/26/99 for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

NOTARY PUBLIC (sign name)

My Commission Expires:

NOTARY PUBLIC (print name)

ROYALTY OWNER

(Signature)

(Date)

Name: DOYNE F. FORD

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that DOYNE F. FORD, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered this said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

NOTARY PUBLIC (sign name)

My Commission Expires:

NOTARY PUBLIC (print name)

ROYALTY OWNER

(Signature)

(Date)

Name: GLENN MAC FORD

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that GLENN MAC FORD, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered this said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

NOTARY PUBLIC (sign name)

My Commission Expires:

NOTARY PUBLIC (print name)

ROYALTY OWNER

(Signature)

(Date)

Name: JAMES R. MORROW

STATE OF _____)
COUNTY OF _____) SS

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that JAMES R. MORROW, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered this said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

NOTARY PUBLIC (sign name)

My Commission Expires:

NOTARY PUBLIC (print name)

ROYALTY OWNER

(Signature)

(Date)

Name: JOSEPH P. MORROW

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that JOSEPH P. MORROW, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered this said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

NOTARY PUBLIC (sign name)

My Commission Expires:

NOTARY PUBLIC (print name)

ROYALTY OWNER

(Signature)

(Date)

Name: CSX TRANSPORTATION, INC.

Authorized

Person: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of CSX TRANSPORTATION, INC., and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, pursuant to authority given by the board of directors of said entity.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

ROYALTY OWNER

(Signature)

(Date)

Name: DONALD L. MORROW

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that DONALD L. MORROW, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered this said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

ROYALTY OWNER

(Signature)

(Date)

Name: DONALD W. MORROW

STATE OF _____)
COUNTY OF _____) SS

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that DONALD W. MORROW, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered this said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

ROYALTY OWNER

(Signature)

(Date)

Name: JOHN T. MORROW

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that JOHN T. MORROW, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered this said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____, 2014.

County of Residence:

NOTARY PUBLIC (sign name)

My Commission Expires:

NOTARY PUBLIC (print name)

ROYALTY OWNER

(Signature)

(Date)

Name: P J Farms Inc.

Authorized

Person: _____

Title: _____

STATE OF _____)
COUNTY OF _____) SS

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ for P J Farms Inc. and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, pursuant to authority given by the board of directors of said entity.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

OVERRIDING ROYALTY OWNER

(Signature)

(Date)

Name: KENDALL, LLC

Authorized

Person: _____

Title: _____

STATE OF _____)
COUNTY OF _____) SS

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ for Kendall, LLC, and who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, pursuant to authority given by the operating agreement of said entity.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

My Commission Expires:

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

(Signature)

Name: JAMES ROBERT SUTTER

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned a Notary Public, in and for the said County and State aforesaid, do hereby certify that JAMES ROBERT SUTTER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered this said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2014.

County of Residence:

NOTARY PUBLIC (sign name)

My Commission Expires:

NOTARY PUBLIC (print name)

(Signature)

Name: DEANNA SUTTER

STATE OF _____)
) SS
COUNTY OF _____)

Given under my hand and seal this ____ day of _____, 2014.

NOTARY PUBLIC (sign name)

NOTARY PUBLIC (print name)

THIS INSTRUMENT PREPARED BY/
UPON RECORDING, RETURN TO:

William C. Illingworth
JACKSON KELLY PLLC
21 SE Third Street, Suite 900
Evansville, Indiana 47708-1412
Telephone: (812) 401-6770

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

William C. Illingworth

EXHIBIT C
LEASE AND TRACT DESCRIPTIONS
PRINCETON SOUTH UNIT
GIBSON COUNTY, INDIANA

TRACT NUMBER: 1

LEASE NAME: Key Langson (aka Helen Key Langston #1)

<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Recording Data</u>
Helen Key Langston	Lester D. Moore	12/30/1983	Misc. 5, Card 3163

DESCRIPTION: Part of the East Half of the Northwest Quarter and part of the Northwest Quarter of the Northeast Quarter of Section 19, Township 2 South, Range 10 West, described as follows: Begin at the northwest corner of the East Half of the Northwest Quarter of said Section 19; run thence East 890.25 feet to the center line of Highway No. 41; thence South along the center line of said Highway 417.1 feet; thence East parallel to the North line of said section 800 feet to the intersection of the center line of a Creek; thence down said Creek following the center line thereof in a general southwesterly direction to the point of intersection of the center line of said Creek with the East line of the East Half of the Northwest quarter of said Section 19; thence South along said East line to the southeast corner of said East Half of the Northwest Quarter of said Section 19; thence West along the South line thereof to the Southwest corner thereof; thence North along the West line thereof to the place of beginning, containing 72.72 acres, more or less.

ALSO, part of the Northeast Quarter of the Northwest Quarter, and a part of the Northwest Quarter of the Northeast Quarter of Section 19, Township 2 South, Range 10 West, beginning in the North line of the Northeast Quarter of the Northwest Quarter of said Section 19 at a point 890.25 feet East of the Northwest corner thereof, and run thence East 1053.75 feet to the point of intersection of said North line with the center line of a creek; thence down said creek following the center line thereof in a general Southwesterly direction to the point of intersection of the center line of said Creek with the line parallel to and 417.1 feet south of the North line above described; thence West parallel to and 417.1 feet south of the above described line 800 feet to the center line of Highway No. 41; thence North along the center line of said Highway to the place of beginning, containing 8.84 acres,

more or less.

TRACT NUMBER: 2

LEASE NAME: Morrow, et al "B" Unit (aka .S. Morrow #1)

<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Recording Data</u>
R.S. Morrow	Lester D. Moore	12/13/1983	Misc. 5, Card 3159
The Seaboard System Railroad	Lester D. Moore	03/15/1984	Misc. 5, Card 3156
P.J. Farms, Inc.	Lester D. Moore	01/18/1984	Misc. 5, Card 3161

DESCRIPTION: INsofar AND ONLY INsofar as the foregoing leases cover the following described lands:

The South Half of the West Half of the Fractional Northwest Quarter of Section 19, Township 2 South, Range 10 West.

TRACT NUMBER: 3

LEASE NAME: Morrow, et al "A" Unit (aka .S. Morrow #2)

<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Recording Data</u>
R.S. Morrow	Lester D. Moore	12/13/1983	Misc. 5, Card 3159
The Seaboard System Railroad	Lester D. Moore	03/15/1984	Misc. 5, Card 3156
P.J. Farms, Inc.	Lester D. Moore	01/18/1984	Misc. 5, Card 3161

DESCRIPTION: INsofar AND ONLY INsofar as the foregoing leases cover the following described lands:

The East 660 feet of the North Half of the West Half of the Fractional Northwest Quarter of Section 19, Township 2 South, Range 10 West.

Participation Factors

Princeton South Unit
Gibson County, Indiana

<u>Tract No.</u>	<u>Lease Name</u>	<u>Percent</u>
1	Key Langston	49.5331
2	Morrow, et al "B" Unit	34.2993
3	Morrow, et al "A" Unit	<u>16.1676</u>
Total:		100.0000

(F)

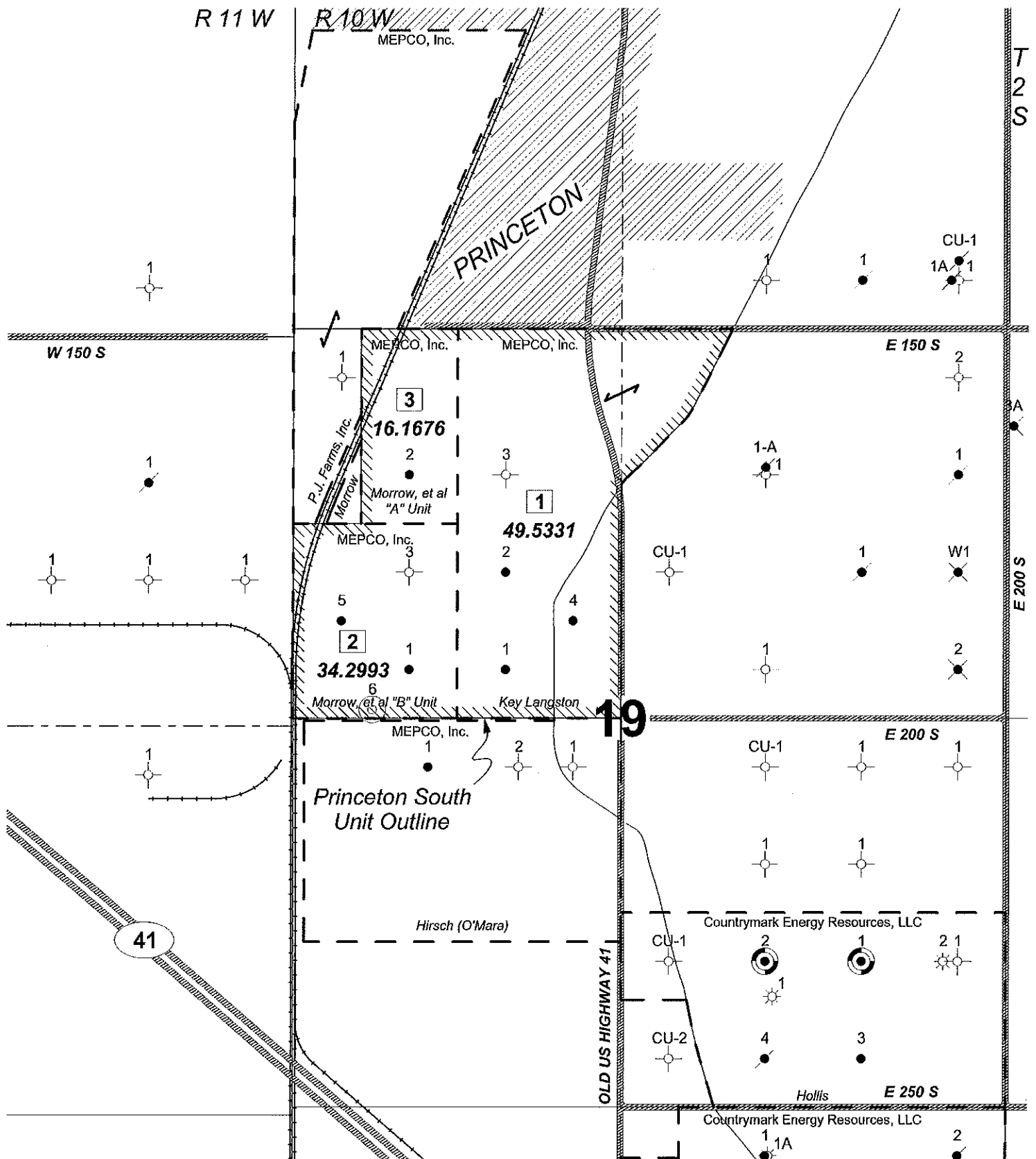
Participation Factor Parameters

Princeton South Unit
Gibson County, Indiana

Tract No.	Lease Name	Volume (Acre-ft)	Participation (Volume)	Cumulative Production (Bbls)	Participation (Cumulative Production)	Current Production (Bbls)	Participation (Current Production)	Useable Wellbores	Participation (Wellbores)	Participation Factors
1	Key Langston	291.88	0.5403	90,946	0.5269	602.17	0.3490	3	0.5000	49.5331%
2	Morrow, et al "B" Unit	205.39	0.3802	57,185	0.3313	459.82	0.2665	2	0.3333	34.2993%
3	Morrow, et al "A" Unit	42.96	0.0795	24,472	0.1418	663.31	0.3845	1	0.1667	16.1676%
Totals:		540.23	1.0000	172,603	1.0000	1725.30	1.0000	6	1.0000	100.0000%

Notes:

1. Weighting Factors: Volume - 50%, Cumulative Production - 20%, Current Production - 20%, Useable Wellbores - 10%
2. Volume: Renault Reservoir Volume in Acre-feet
3. Cumulative Production: Total Produced Barrels through December 2012
4. Current Production: Total Produced Barrels from January 2008 through December 2012
5. Useable Wellbores: Total Wells



- PROPOSED LOCATION
- PRODUCING OIL WELL
- WATER INJECTION WELL
- TEMPORARILY ABANDONED WELL
- WATER SUPPLY WELL
- PLUGGED OIL WELL
- PLUGGED WATER INJECTION WELL

MEPCO, INC.
PRINCETON SOUTH UNIT
 GIBSON COUNTY
 INDIANA

- PRODUCING GAS WELL
- PLUGGED GAS WELL
- DRY HOLE
- TRACT NUMBER **3**

PARTICIPATION FACTOR - % 16.1676

REVISED: 08/15/14

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